

O:The Honorable Colleen McMahon COMPANY:

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97-08/MEU

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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A/S DAN BUNKERING LTD.,

Intervenor,
-----X

08 CV 2015 (CM)

E-SHIP LTD.,

Plaintiff,

-against-

STIPULATION OF
DISCONTINUANCE

ARCTIC SHIPPING COMPANY,

Defendant.
-----X

A/S DANN BUNKERING LTD.,

Plaintiff,

08 CV 8305 (LBS/CM)

-against-

SEA MANAGEMENT LIMITED, ARCTIC SHIPPING
COMPANY, E-SHIP LTD., and WEST WORLD LTD.,

Defendants.
-----X

WHEREAS E-SHIP LTD. ("E-SHIP") commenced a Rule B attachment action against ARCTIC SHIPPING COMPANY ("ARCTIC") on February 28, 2008 in order to secure its claims for breach of a maritime contract of charter party involving the M/V ICE PRINCESS and breach of a ship management contract entered between E-SHIP and ARCTIC; and

WHEREAS pursuant to Process of Maritime Attachment and Garnishment authorized by the Court to be issued in that case funds belonging to Defendant ARCTIC were restrained at various garnishee banks; and

O:The Honorable Colleen McMahon COMPANY:

WHEREAS A/S DAN BUNKERING LTD. ("DAN BUNKERING") commenced an action against E-SHIP, ARCTIC and other defendants on September 26, 2008 in respect of its claims for unpaid fuel oil supplied to the M/V ICE PRINCESS in November 2007 and January 2008; and

WHEREAS DAN BUNKERING subsequently intervened in the E-SHIP against ARCTIC action pursuant to an Order dated December 15, 2008; and

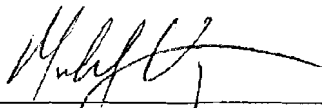
WHEREAS DAN BUNKERING has determined to withdraw its claims against E-SHIP and ARCTIC;

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned counsel for the parties herein that all claims put forth by A/S DAN BUNKERING LTD. in connection with both captioned actions as against E-SHIP LTD. and ARCTIC SHIPPING COMPANY are discontinued with prejudice and without costs as to any party.

Dated: New York, New York
September 30, 2009



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& PERRONE, LLP
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Attorneys for E-SHIP LTD.
80 Pine Street
New York, New York 10005
Tel: (212) 425-1900

"SO ORDERED"



Hon. Colleen McMahon, U.S.D.J.

10-2-09₂

A G R E E M E N T dated || September 2009

BETWEEN:

- (1) E-SHIP LIMITED ("E-Ship")
- (2) ARCTIC SHIPPING COMPANY ("Owners")

WHEREAS:

- A. E-Ship chartered Owners' vessel "ICE PRINCESS" under a time charter party dated 15 June 2007 ("the C/P");
- B. E-Ship and Owners also concluded a management agreement in respect of "ICE PRINCESS" dated 14 December 2007 ("the SHIPMAN");
- C. Disputes arose under both the C/P and the SHIPMAN with the result that E-Ship commenced proceedings against Owners in China and arrested the mv "Boris Lavrov" ("the Chinese Action") and in New York ("the Rule B action") to obtain security for their claims against Owners in London arbitration ("the Arbitration");
- D. In the Chinese action, E-Ship was obliged to lodge counter-security with the Chinese Court in the sum of RMB 700,000 ("the Counter-Security");
- E. In the Rule B action, E-ship succeeded in attaching funds belonging to Owners amounting to US\$417,477 ("the NY Funds");
- F. Owners are now allegedly in administrative bankruptcy in Russia;

O:The Honorable Colleen McMahon COMPANY:

- G. The parties now wish to resolve all disputes, claims and counterclaims whatsoever and howsoever arising between them in relation to "ICE PRINCESS", the SHIPMAN and the C/P on the terms set out below.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Owners shall:-

- 1.1 pay to E-Ship the sum of US\$396,927 ("the Settlement Sum") in full and final settlement of all disputes, claims and counterclaims whatsoever and howsoever arising between them in relation to "ICE PRINCESS", the SHIPMAN and the C/P, including interest and legal costs.
- 1.2 Cooperate fully with E-Ship and do all things necessary in order to allow E-Ship to:
 - (i) collect the Settlement Sum from the NY Funds; and
 - (ii) cancel/release the Counter-Security in China, including but not limited to instructing their Chinese lawyer to submit a statement to the Chinese court to confirm that they will not file any claim against E-Ship for the alleged wrongful arrest of MV "Boris Lavrov" and that they also agree that the Chinese court release the Counter-Security to E-Ship as soon as possible..
- 1.3 Pay any outstanding fees of the London arbitrators.
- 1.4 Procure the agreement of the Russian bankruptcy manager to the terms of this Agreement.

O:The Honorable Colleen McMahon COMPANY:

2. E-Ship shall:

- 2.1 Forthwith on receipt by it of the Settlement Sum and cancellation of the Counter-Security withdraw all legal proceedings against Owners, including the London Arbitration, the Rule B Action and the Chinese Action.
- 2.2 Permit Owners to recover the balance of the NY Funds after payment out of the Settlement Sum.
3. E-Ship and Owners further agree to sign all documents as may be necessary to give full effect to the terms hereof as quickly and efficiently as possible.
4. This Agreement is governed by English law and any dispute arising out of or in connection with it shall be referred to arbitration in London before a Tribunal consisting of Mr William Robertson of The Atlas Room, 37 Woodpecker Crescent, Burgess Hill, West Sussex RH15 9XY (tel: 01444 876940; fax: 01444 876941; e-mail: William@robmarine.com) as sole arbitrator.
5. The signatories to this Agreement warrant that they have irrevocable authority to agree to its terms and to bind the parties to perform it.

Signed
For and on behalf of E-Ship

Signed
For and on behalf of Owners



O:The Honorable Colleen McMahon COMPANY:

FROM : +442031631867 www.popfax.com - DATE : 10:09:09 17:36 - TO : +442076801144

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2. E-Ship shall:
 - 2.1 Forthwith on receipt by it of the Settlement Sum and cancellation of the Counter-Security withdraw all legal proceedings against Owners, including the London Arbitration, the Rule 9 Action and the Chinese Action.
 - 2.2 Permit Owners to recover the balance of the NY Funds after payment out of the Settlement Sum.
3. E-Ship and Owners further agree to sign all documents as may be necessary to give full effect to the terms hereof as quickly and efficiently as possible.
4. This Agreement is governed by English law and any dispute arising out of or in connection with it shall be referred to arbitration in London before a Tribunal consisting of Mr William Robertson of The Atlas Room, 37 Woodpecker Crescent, Burgess Hill, West Sussex RH15 9XY (tel: 01444 876940; fax: 01444 876941; e-mail: William@atlasmarine.com) as sole arbitrator.
5. The signatories to this Agreement warrant that they have irrevocable authority to agree to its terms and to bind the parties to perform it.

Signed

For and on behalf of E-Ship

E-SHIP LTD.
100, Old Bakery Street,
Valletta
Malta

Signed

For and on behalf of E-Ship

